

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION

E. MATTHEW BURCH  
Plaintiff

v.

CAMBER CORPORATION,  
Defendant.

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Case No. 6:13-cv-00237-WSS

**RULE 68 OFFER OF JUDGMENT OF DEFENDANT CAMBER CORPORATION  
TO PLAINTIFF E.MATTHEW BURCH**

Pursuant to Federal Rule of Civil Procedure 68, Defendant, Camber Corporation hereby makes the following offer to allow judgment to be taken against it in this lawsuit and in favor of Plaintiff E. Matthew Burch ("Plaintiff") for the full amount claimed by Plaintiff, including wages, liquidated damages, costs, prejudgment interest, and attorneys' fees, as follows:

1. Defendant will pay Plaintiff the sum of \$16,000.00 which is equal to or greater than the full amount of overtime pay and liquidated damages that would allegedly be due to him under the Fair Labor Standards Act. 29 U.S.C. § 201 et seq., for all the uncompensated overtime he alleges that he worked in his Plaintiff's Original Complaint.

2. In addition, Defendant will also pay the Plaintiff's reasonable costs and attorney's fees, in an amount to be determined by the Court after a motion seeking such amounts has been filed, briefed, and argued by the parties, including any fees incurred in establishing the appropriate amount of fees.

3. This offer of judgment does not apply or extend to anyone other than Plaintiff.

4. Pursuant to Rule 68, Plaintiff shall have 14 days after the service of this

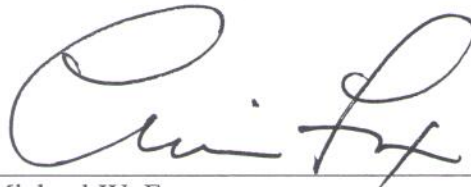


offer to serve written notice that this offer is accepted. Pursuant to Rule 68, the offer is withdrawn if written notice of its acceptance is not served by Plaintiff within 14 days of this offer.

5. Pursuant to Rule 68, if written notice that the offer has been accepted is not served within 14 days, and the judgment finally obtained by Plaintiff is not more favorable than the offer, Plaintiff shall become obligated to pay the costs incurred by Defendant after the making of this offer.

6. This offer of judgment is intended to resolve, finally and fully, the claims and causes of action alleged by Plaintiff against Defendant, and is not to be construed as an admission that Defendant is liable in this action to Plaintiff or any other person or as an admission that Plaintiff or any other person has suffered any damages as alleged.

Offer made this 20 of August, 2013.

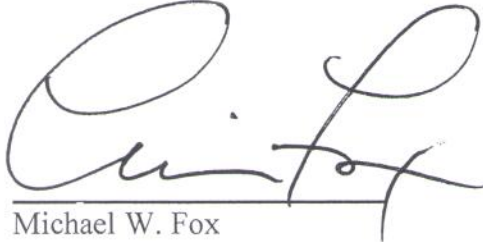
A handwritten signature in black ink, appearing to read "Michael W. Fox", written over a horizontal line.

Michael W. Fox  
Texas Bar No. 07335500  
michael.fox@ogletreedeakins.com  
OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
301 Congress Avenue, Suite 1150  
Austin, Texas 78701  
Tel: 512.344.4700  
Fax: 512.344.4701

**CERTIFICATE OF SERVICE**

The undersigned certifies that on the 20 of August, 2013 I served the following by e-mail and certified mail, return receipt requested, upon counsel of record as follows:

R. John Cullar  
Cullar & McLeod  
Baylor Tower  
801 Washington Avenue, Suite 500  
Waco, Texas 76701



Michael W. Fox

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